

3-0071

1976

ADDENDUM TO AGREEMENT

THIS BOOK DOES
NOT CIRCULATE

12-01

BETWEEN THE BOROUGH OF CARTERET AND FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION BRANCH #67

This Addendum to an Agreement previously entered into between the Borough of Carteret and Firemen's Mutual Benevolent Association, Branch #67, on the 11th day of June, 1976, is for the purpose of embodying all provisions of said Agreement which are not inconsistent with this Addendum, and to enumerate certain changes which shall be in effect for the year 1976.

ARTICLE IV

OVERTIME

Section 2B

Time and one half will be paid for working overtime.

Section 2C

Minimum call-in time of four (4) hours for overtime for authorized Stand-By (snow duty, when snorkel goes out of town, etc.)

ARTICLE V

HOLIDAYS

Section 2A

Preference for taking Holiday leave will be governed by seniority. Leave may be taken one or more days at a time. Leaves will not be taken for more than seven (7) calendar days in order to permit those with lesser seniority to take Holiday leave. Holiday leaves shall not interfere with vacations and must be taken within the calendar year unless extenuating circumstances, approved by the Safety Committee, prevent them being taken,

Section 2B

Employees shall not be called back to work when on Holiday Leave.

ARTICLE IX
SALARY

For the year 1976 the salary will be:

Probationary Fireman	\$11,615.87
Fireman Third Grade (for one year)	12,272.54
Fireman Second Grade	12,929.21
Fireman First Grade	13,848.59
Captain	14,636.59

ARTICLE XII
HEALTH AND WELFARE

Section 8

Employees who are authorized to take a course in Fire Science at Middlesex or Union County Colleges will be reimbursed after successfully completing the course. Books necessary for the course will be paid for by the Borough. The books purchased will be the property of the Borough and will be kept at the Fire House for reference and use of all personnel.

ARTICLE XIII
UNIFORM ALLOWANCE

Section 1

The Borough agrees to pay to the employees the sum of two hundred and fifty (\$250.00) dollars representing the uniform allowance for all members of the Fire Department of the Borough of Carteret. This sum to be paid no later than May 1st.

ARTICLE XVII
TERM AND CONDITIONS OF THIS AGREEMENT

Term of the Addendum to the Agreement between the Borough of Carteret and the Firemen's Mutual Benevolent Association, Branch #67, shall be effective from January 1, 1976. This Addendum and the Agreement previously referred to shall continue to remain in full force until a new Agreement is signed.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper officers and their seal to be here-to affixed this 15 day of June, 1976.

FOR THE BOROUGH OF CARTERET

FOR THE F.M.B.A. LOCAL #67

John Denick M.S.

Paul DelVecchio

Frank Stark

P. Edward O'Shaunes

Attest:

Anne M. Foley

Gene

AGREEMENT
BETWEEN
THE BOROUGH OF CARTERET
AND
CARTERET P.B.A. LOCAL NO. 47

FOR THE YEAR 1976

ARTICLE I

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Borough of Carteret, a Municipal Corporation of the State of New Jersey, hereinafter known and designated as the "Employer" and Local No. 47, the Carteret Affiliate of the Policemen's Benevolent Association, hereinafter known and designated as the "P.B.A." and to insure sincere bargaining, establish proper standards of salaries, working conditions, hours and other conditions of employment. The continuous efficiency and excellence of the Police Department shall be considered foremost at all times, by both parties to this Agreement.

ARTICLE II

CIVIL SERVICE

Parties hereto stipulate and agree that all members of the Police Department of the Borough of Carteret shall be governed by Title II of the revised Statutes of New Jersey and the Rules and Regulations of the Civil Service Commission.

ARTICLE III

HEALTH AND WELFARE

Section 1.

The Employer agrees to assume the full cost of family coverage of the present New Jersey Hospital Plan including Blue Cross and Blue Shield coverage or equivalent coverage now offered to the employee.

Section 2.

The Employer agrees to assume the full cost of Rider "J" and Major Medical.

Section 3.

All members of the Police Department shall have \$8,000.00 life insurance coverage, including "death benefit" immediately upon being sworn in and assuming the duties of a police officer.

Section 4.

Upon retirement, a member of the Police Department shall have a paid up life insurance coverage of \$2,500.

Section 5.

The Employer shall maintain hospitalization coverage for all members of the Carteret Police Department who are living on police pension exclusively. The Borough of Carteret shall maintain supplementary hospitalization in conjunction with Medicare when a member becomes eligible for the Medicare program. Each member shall submit a written form stating that he has no additional earned income or hospitalization coverage. A retired member shall not be reinstated, if coverage is discontinued.

ARTICLE IV
LONGEVITY PLAN

The Employer agrees to pay as a fringe benefit the following longevity plan:

For the Year 1976 Commencing
January 1, 1976

5 to 9 years of service	2 %
10 to 14 years of service	3½%
15 to 19 years of service	4½%
20 years and up	5½%

ARTICLE V
UNIFORM ALLOWANCE

Each member of the Police Department shall receive a uniform allowance in the sum of \$300. which shall be payable in accordance with former practice and procedure.

ARTICLE VI
HOLIDAYS AND VACATIONS

Section 1.

All members of the Police Department shall receive the following holidays annually for which days off shall be allowed:

New Year's Day	Thanksgiving Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Columbus Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Employee's Birthday

Section 2.

All members of the Police Department shall be entitled to leave with pay for personal, business or other reasons for one (1) day subject to the following conditions:

- a) There must be seventy-two (72) hours notice before consideration for personal day. Forms for such notice shall be provided by the Employer.
- b) It must be approved by: (1) Officer in charge, (2) Captain, (3) Chief.
- c) That no more than one (1) man per shift is to receive a personal day.

Section 3.

All members of the Police Department shall receive vacation as follows:

1st year to end of 4th year.....	2 weeks
5th year to end of 9th year.....	3 weeks
10th year to end of 14th year.....	4 weeks
15th year to end of 19th year.....	5 weeks
20th year and over.....	6 weeks

ARTICLE VII

DETECTIVE AND SPECIAL ALLOWANCES

Section 1.

All employees who may be assigned as Detectives shall receive in addition to their rank pay the sum of \$300. annually as salary pay added to their rank pay.

Section 2.

The assigned Firearms Custodian and Radar Officer shall each receive \$250., and the assigned Police Photographer-Identification Officer shall receive \$300. annually in addition to their rank pay.

Section 3.

The Borough agrees to hire an off-duty Carteret police officer to act as court attendant during Court sessions of the local Municipal Court. This officer shall be paid \$25. per session.

ARTICLE VIII

SALARIES

Effective as of January 1, 1976, the salaries for police officers shall be as follows:

Police Captain.....\$16,460.94

Police Lieutenant..... 15,636.35

Police Sergeant..... 14,811.75

Patrolmen

1st year..... 11,830.80

2nd year..... 12,433.26

3rd year..... 13,035.71

4th year..... 13,879.16

ARTICLE IX

SEVERANCE PAY

Section 1.

All members of the Police Department who are to retire during the year should serve notice of their retirement to the Borough by February 15th of the same year.

Section 2.

All members of the Police Department who are eligible for retirement or disability retirement shall receive the following severance pay:

- a) Those members having accumulated sick time up to and including one hundred (100) days shall be entitled to ninety (90) days pay based upon their rank at the time of retirement.
- b) Those members having accumulated sick time from one hundred and one (101) days to one hundred fifty (150)

days shall be entitled to one hundred ten (110) days pay based upon their rank at the time of retirement.

- c) Those members having accumulated sick time from one hundred fifty-one (151) days to two hundred (200) days shall be entitled to one hundred thirty (130) days pay based upon their rank at the time of retirement.
- d) Those members having accumulated sick time from two hundred one (201) days to two hundred seventy-five (275) days shall be entitled to one hundred fifty (150) days pay based upon their rank at the time of retirement.

Section 3.

It shall be the option of the retiring employee to accept his severance pay in one lump sum or to receive the same in bi-monthly payments until the same has been exhausted.

Section 4.

The Borough of Carteret shall compute and pay time owed to any member who dies while on active service with the Police Department in accordance with the formula contained in this Article.

ARTICLE X

HOURS OF WORK AND OVERTIME

Section 1. Overtime

There is hereby established a regular work week of forty (40) hours. Overtime, defined as any work in excess of eight (8) hours

per day or forty (40) hours per week, shall be compensated at one and one-half times the officer's regular rate of pay.

Section 2. Call-In Time

In the event that an officer is called in for duty during his time off, the officer shall receive one and one-half times his regular rate of pay for four (4) hours or for all time worked, whichever is greater.

Section 3. Court Time

All off-duty court appearances shall be compensated at one and one-half the officer's regular rate of pay for two (2) hours or for all time worked, whichever is greater.

ARTICLE XI

LEGAL AID

The Employer shall at its expense, with prior approval of the Mayor and Council, at the written request of P.B.A. Local #47, with fee approval of the Borough Attorney, provide counsel, designated by P.B.A. Local #47, for any member of the Carteret Police Department charged with any dereliction of police duty while in the performance of his duty, or arising out of same, or charged with any criminal or quasi-criminal or alleged offense in or during the performance of said duties.

ARTICLE XII

P.B.A. DUES

P.B.A. Local No. 47 dues shall be withheld monthly from the salary check payments of each member by the Borough and turned over

monthly as check-off dues remittance to P.B.A. Local No. 47 by the Borough Clerk.

ARTICLE XIII

BEREAVEMENT LEAVE

In the event of a death in an employee's immediate family, he shall be entitled to four days leave of absence with pay. "Immediate family" shall include spouse, child, mother, father, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, and sister-in-law.

ARTICLE XIV

MUNICIPAL ORDINANCES

The provisions of municipal ordinances which affect terms and conditions of employment for members of the Police Department shall be maintained during the term of this Agreement.

ARTICLE XV

STATE DELEGATE

The Borough agrees that upon presentation of a properly itemized and verified voucher, it will compensate or reimburse the Delegate from the P.B.A. Local No. 47 for his reasonably incurred expenses for attending the annual New Jersey League of Municipalities Convention. The Borough agrees that the Delegate of Local No. 47 shall be released from working duties for such time or times, days or day, as is reasonably required for performance of his duties on behalf of Local No. 47, without pay deductions.

IN WITNESS WHEREOF, the parties have hereunto set their hands
this 27 day of April , 1976.

FOR THE EMPLOYER,
BOROUGH OF CARTERET

FOR THE CAPTERET P.B.A.
LOCAL NO. 47

George Landy

Thomas Vennelis

Joseph W. Landy

Joaquin M. Paine

Robert Nichols

William Nigro Jr.

Peter J. Lucia

Joseph Lico

Jack Yerof

Michael P. Hack

Frank Doti

John Rozen

John Quirk IV

James A. Zelazny